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6 **IN THE UNITED STATES DISTRICT COURT**
7 **FOR THE DISTRICT OF ARIZONA**
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9 Jose Rodriguez and Georgina Rodriguez,
10 husband and wife, as parents of Daniel
Rodriguez, Deceased,
11 Plaintiffs,

No. CV-19-00149-TUC-JAS

ORDER

12 v.

13 West Coast Aircraft Maintenance, et al.,
14 Defendants.

15 Pending before the Court are Defendant Textron Aviation Inc.’s¹ Motion to Dismiss
16 for Lack of Personal Jurisdiction (Doc. 18), Defendant Pratt & Whitney Engine Services,
17 Inc.’s Motion to Dismiss for Lack of Personal Jurisdiction (Doc. 20), Defendant Pratt &
18 Whitney Canada Corp.’s Motion to Dismiss for Lack of Personal Jurisdiction (Doc. 30),
19 Defendant Hartzell Propeller Inc.’s Motion to Dismiss for Lack of Personal Jurisdiction
20 (Doc. 37), and Defendant Woodward Inc.’s Motion to Dismiss for Lack of Personal
21 Jurisdiction (Doc. 38).² These motions are fully briefed.
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26 ¹ Textron Aviation Inc. asserts that it includes Defendant Hawker Beechcraft Global
27 Customer Support, LLC aka Hawker Beechcraft Services, Inc, fka Raytheon Aircraft
Services, Inc., Defendant Beechcraft Corp., fka Hawker Beechcraft Corp., and Defendant
Beechcraft Holdings, LLC., as Textron has merged with the listed companies.

28 ² Defendants’ and Plaintiffs’ requests for oral argument are denied, as oral argument would
not be helpful to the Court.

1 **PROCEDURAL POSTURE/FACTS³**

2 On January 23, 2017, an aircraft crashed after some electrical problem. There were
3 two individuals in the plane, Jeff Green and Daniel Rodriguez, both of whom perished as
4 a result of the crash. The day before the crash, the “West Coast” Defendants sold the aircraft
5 to KAAZ, LLC. Daniel Rodriguez’s parents brought this suit in the Arizona Superior Court
6 in Pima County. Plaintiffs allege that the parts were defective and that there were safe and
7 practical alternatives, that work done on the aircraft was done negligently, and that
8 representations that the aircraft was airworthy were false. Plaintiffs requests “all damages
9 recoverable under applicable law for the wrongful death of Daniel Rodriguez.” (Doc. 1-2
10 p. 34 ¶ 209.) This includes attorney fees. Textron asserts that the amount in controversy is
11 over \$75,000.

12 On March 30, 2019, Textron removed this action to this Court. (Doc. 1.) The other
13 Defendants⁴ either consented or joined the removal. (Docs. 14, 16, 17, 25.)

14 Plaintiffs’ complaint states the following regarding the personal jurisdiction: “The
15 Pratt & Whitney Defendants are subject to the jurisdiction of this Court because of their
16 systematic and continuous contacts in the State of Arizona and because they have
17 transacted business in the State of Arizona, committed a tort in the State of Arizona, entered
18 into contracts with residents of the State of Arizona to do work on the aircraft and caused
19 injury in the State of Arizona arising out of an act or omission. At all material times, Pratt
20 & Whitney Defendants either were engaged in solicitation or service activities in the State
21 of Arizona or products, materials or things processed, serviced or manufactured by the Pratt
22 & Whitney Defendants were used or consumed in the State of Arizona in the ordinary
23 course of trader use.” (Doc. 1-2 p. 10 ¶ 15.)⁵; “The Defendants Hartzell is subject to the
24 jurisdiction of this Court because of their systematic and continuous contacts in the State

25 ³ These facts are from the complaint (Doc. 1-2) and the parties’ briefing with attached
26 affidavits (Docs. 19, 20, 30, 37, 38, 42, 45, 46, 47, 49, 50). For the purposes of this Order,
27 the Court shall take the complaint and allegations in the parties’ affidavits as true unless
28 controverted. Conflicts are resolved in favor of the Plaintiffs.

⁴ All the Defendants listed on the docket except Hawker Beechcraft Global Customer
Support LLC. This is likely because this party has merged with Textron.

⁵ Docket citations refer to the page numbers generated by the Court’s Electronic Case Filing
System (ECF).

1 of Arizona and because it transacted business in the State of Arizona, committed a tort in
2 the State of Arizona, entered into a contract with residents of the State of Arizona to work
3 on aircraft and cause injury in the State of Arizona.” (Doc. 1-2 p. 11 ¶ 16); “The Defendants
4 Woodward is subject to the jurisdiction of this Court because of their systematic and
5 continuous contacts in the State of Arizona and because it transacted business in the State
6 of Arizona, committed a tort in the State of Arizona, entered into a contract with residents
7 of the State of Arizona to work on aircraft and cause injury in the State of Arizona.” (Doc.
8 1-2 p. 11 ¶ 18); “The Defendants [Textron⁶] is subject to the jurisdiction of this Court
9 because of their systematic and continuous contacts in the State of Arizona and because it
10 transacted business in the State of Arizona, committed a tort in the State of Arizona, entered
11 into a contract with residents of the State of Arizona to work on aircraft and cause injury
12 in the State of Arizona.” (Doc. 1-2 p. 11 ¶ 17); “In addition, all of the Defendants supply
13 literature to aircraft owners located within the State of Arizona and to mechanics, fixed
14 based operations and others to perform aircraft maintenance in the State of Arizona for the
15 purposes of providing information and knowledge as to parts that can be purchased for the
16 repair or replacement of aircraft and their components.” (Doc. 1-2 p. 10 ¶ 14).

17 **STANDARD**

18 The burden is on plaintiffs to demonstrate that a particular district court has personal
19 jurisdiction over defendant. *Boschetto v. Hansing*, 539 F.3d 1011, 1015 (9th Cir. 2008);
20 *Schwarzenegger v. Fred Martin Motor Co.*, 374 F.3d 797, 800 (9th Cir. 2004). If the court
21 does not conduct an evidentiary hearing, the plaintiffs must make a prima facie showing.
22 *Mavrix Photo, Inc. v. Brand Tech. Inc.*, 647 F.3d 1218, 1223 (9th Cir. 2011); *Boschetto*,
23 539 F.3d at 1015. Uncontroverted allegations in plaintiffs’ complaint are taken as true and
24 conflicts over statements in affidavits are resolved in the plaintiffs’ favor. *Boschetto*, 539
25 F.3d at 1015; *Schwarzenegger*, 374 F.3d at 800.

26 Personal jurisdiction in this matter is governed by the general jurisdictional statute,
27 which applies the state’s law regarding personal jurisdiction. Fed. R. Civ. P. 4(k)(a)(A);

28 ⁶ Textron, Beechcraft, Hawker Beechcraft Global, and Beechcraft Holdings are referred to
as a part of the “Beechcraft Defendants” in the complaint. (Doc. 1-2 p. 9 ¶ 10.)

1 *see Axiom Foods, Inc. v. Acerchem Int'l, Inc.*, 874 F.3d 1064, 1067 (9th Cir. 2017)
2 (evaluating personal jurisdiction in a copyright infringement action). Arizona authorizes
3 the exercise of personal jurisdiction to the full extent permitted by the Due Process Clause
4 of the United States Constitution. *See* Ariz. R. Civ. P. 4.2(a); *Wake Up and Ball LLC. v.*
5 *Sony Music Entm't Inc.*, 119 F. Supp. 3d 944, 947 (D. Ariz. 2015).

6 Under the Federal Due Process Clause, personal jurisdiction may be found under
7 two categories: general or specific. *Daimler AG v. Bauman*, 571 U.S. 117, 122 (2014);
8 *Picot v. Weston*, 780 F.3d 1206, 1211 (9th Cir. 2015).

9 General jurisdiction provides jurisdiction over defendant in matters unrelated to its
10 litigation-related contacts. *Daimler AG*, 571 U.S. at 121–22. General jurisdiction requires
11 that defendants have contacts that are so “continuous and systematic” as to render them “at
12 home” in the forum state. *Id.* at 138; *Mavrix Photo, Inc.*, 647 F.3d at 1223. The United
13 States Court of Appeals for the Ninth Circuit suggests that courts look to the contact’s
14 “[l]ongevity, continuity, volume, economic impact, physical presence, and integration into
15 the [forum] state’s regulatory or economic markets,” when considering this exacting
16 standard. *Mavrix Photo, Inc.*, 647 F.3d at 1224 (first alteration in original) (quoting *Tuazon*
17 *v. R.J. Reynolds Tobacco Co.*, 433 F.3d 1163, 1172 (9th Cir. 2006)). Corporations are
18 generally “at home” where they are incorporated or have their principal place of business.
19 *See Daimler AG*, 571 U.S. at 139.

20 Specific jurisdiction provides jurisdiction over defendants in forums with
21 case-linked contacts. *Walden v. Fiore*, 571 U.S. 277, 283–84 (2014); *Axiom Foods, Inc.*,
22 874 F.3d at 1068. Specific jurisdiction requires that courts ensure that the defendant has
23 “minimum contacts” with a forum to ensure that litigating in the jurisdiction “does not
24 offend ‘traditional notions of fair play and substantial justice.’” *Axiom Foods, Inc.*, 874
25 F.3d at 1068 (quoting *Int'l Shoe Co. v. Washington*, 326 U.S. 310, 316 (1945)); *see*
26 *Boschetto*, 539 F.3d at 1015–16. The crux of the inquiry is the defendant’s contact with the
27 forum and not the defendant’s contacts with the plaintiffs or plaintiffs’ contacts with the
28 forum. *Walden*, 571 U.S. at 284; *Axiom Foods, Inc.*, 874 F.3d at 1068. “[A] plaintiff[s’]

1 contacts with the forum State cannot be ‘decisive in determining whether the defendant’s
2 due process rights are violated[.]’” *Walden*, 571 U.S. at 279 (quoting *Rush v. Savchuk*, 444
3 U.S. 320, 332 (1980)).

4 The Ninth Circuit has created and implemented a three-prong test to determine if a
5 court has specific jurisdiction over a defendant. *Axiom Foods, Inc.*, 874 F.3d at 1068
6 (applying the *Schwarzenegger* test); *Boschetto*, 539 F.3d at 1016. “(1) the defendant must
7 either ‘purposefully direct his activities’ toward the forum or ‘purposefully avail[] himself
8 of the privileges of conducting activities in the forum’; (2) ‘the claim must be one which
9 arises out of or relates to the defendant’s forum-related activities’; and (3) ‘the exercise of
10 jurisdiction must comport with fair play and substantial justice, i.e. it must be reasonable.’”
11 *Axiom Foods, Inc.*, 874 F.3d at 1068 (alteration in original) (quoting *Dole Food Co., Inc.*
12 *v. Watts*, 303 F.3d 1104, 1111 (9th Cir. 2002)); see *Picot*, 780 F.3d at 1211. The first two
13 prongs are the plaintiffs’ burden to show, while the third prong requires the defendant to
14 “present a compelling case.” *Schwarzenegger*, 374 F.3d at 802 (citation omitted). Pendant
15 personal jurisdiction may be extended from claims with jurisdiction if the claims share a
16 “common nucleus of operative facts.” *Picot*, 780 F.3d at 1211 (quoting *Action Embroidery*
17 *Corp. v. Atl. Embroidery, Inc.*, 368 F.3d 1174, 1181 (9th Cir. 2004)). If plaintiffs’
18 arguments fail under the first prong, then the court is not obligated to consider the
19 remaining prongs. *Pebble Beach Co. v. Caddy*, 453 F.3d 1151, 1155 (9th Cir. 2006).

20 The first prong can be satisfied in two separate ways, depending on the type of case.
21 *Axiom Foods, Inc.*, 874 F.3d at 1069 (applying the purposeful direction test for a case
22 alleging an intentional tort); *Picot*, 780 F.3d at 1212 (applying purposeful availment in an
23 action sounding in contract). When both contract and tort claims are presented, if either
24 test is satisfied the court may exercise pendent jurisdiction over additional claims. *Picot*,
25 780 F.3d at 1211–14.

26 When the case is primarily an intentional tort action, the court should utilize the
27 “effects” test from *Calder v. Jones*, 465 U.S. 783 (1984) to determine if the defendant
28 purposefully directed actions at the forum. *Axiom Foods, Inc.*, 874 F.3d at 1069; *Picot*, 780

1 F.3d at 1214; *Mavrix Photo, Inc.*, 647 F.3d at 1228. The “effects” test has three prongs and
2 asks if defendant “(1) committed an intentional act, (2) expressly aimed at the forum state,
3 (3) causing harm that the defendant knows is likely to be suffered in the forum state.”
4 *Axiom Foods, Inc.*, 874 F.3d at 1069 (quoting *Wash. Shoe Co. v. A-Z Sporting Goods Inc.*,
5 704 F.3d 668, 673 (9th Cir. 2012)). “Individualized targeting” alone does not satisfy the
6 requirement that defendant expressly aimed its intentional act at the forum state; it is
7 defendant’s contacts that must drive the aiming inquiry. *Axiom Foods, Inc.*, 874 F.3d at
8 1069–70. “[M]ere injury to a forum resident is not a sufficient connection to the forum. . . .
9 The proper question is not where the plaintiff[s] experienced a particular injury or effect
10 but whether the defendant’s conduct connects him to the forum in a meaningful way.”
11 *Walden*, 571 U.S. at 290; see *Picot*, 780 F.3d at 1214; *Mavrix Photo, Inc.*, 647 F.3d at 1230
12 (finding that targeting or focusing on a market of a particular state may subject a defendant
13 to the jurisdiction of that forum); *Love v. Assoc’d. Newspapers, Ltd.*, 611 F.3d 601, 609
14 (9th Cir. 2010) (“Where a defendant’s ‘express aim was local,’ the fact that it caused harm
15 to the plaintiff[s] in the forum state, even if the defendant knew that the plaintiff[s] lived
16 in the forum state, is insufficient to satisfy the effects test.”) (quoting *Schwarzenegger*, 374
17 F.3d at 807).

18 When an action is primarily based in contract or negligence, the court should
19 consider if the defendant purposefully availed itself of the privileges of the forum. *Picot*,
20 780 F.3d at 1212–13 (applying purposeful availment test in a case based on contract law);
21 *Boschetto*, 539 F.3d at 1016; *Holland America Line Inc. v. Wartsila N. America, Inc.*, 485
22 F.3d 450 (9th Cir. 2007) (applying the purposeful availment test for a in a breach of contract
23 and negligence case). Purposeful availment requires that the defendant “performed some
24 type of affirmative conduct which allows or promotes the transaction of business within
25 the forum state.” *Boschetto*, 539 F.3d at 1016 (quoting *Sher v. Johnson*, 911 F.2d 1357,
26 1362 (9th Cir. 2001)); see *Picot*, 780 F.3d at 1212. “[T]he general rule is applicable in this
27 products-liability case, and the so-called ‘stream-of-commerce’ doctrine cannot displace
28 it.” *Mavrix Photo, Inc.*, 647 F.3d at 1228–29 (*J. McIntyre Mach., Ltd. v. Nicastro*, 564 U.S.

1 873, 878 (2011) (plurality opinion)).

2 **ANALYSIS**

3 Plaintiffs do not assert that the Defendants in question are subject to general
4 jurisdiction in Arizona. Accordingly, there will be no further analysis regarding general
5 jurisdiction and the Court will focus solely on specific jurisdiction.

6 Plaintiffs argue that the Defendants contesting personal jurisdiction “all sold parts
7 and components to all states in the union and in fact worldwide.” (Doc 42 at 5.) Further,
8 Plaintiffs argue that because the parts in question were for airplanes and airplanes are
9 mobile that the location of the injury is rarely where the parts were manufactured. Plaintiffs
10 contend that the Defendants all have sufficient contacts. Plaintiff asserts the following
11 contacts are sufficient: Defendant Textron is registered to do business in Arizona, has an
12 agent for service process, and runs a service center in Mesa, Defendants Pratt & Whitney
13 is registered to do business in Arizona, has an agent for service process, and has employees,
14 Defendants Hartzell and Woodward operate internationally marketing and selling products
15 worldwide. Assuming these contacts are sufficient to determine that the Defendants
16 purposefully availed themselves of Arizona’s laws, the claims do not arise out of or relate
17 to the contacts. Plaintiffs’ argument that because the contacts relate to airplanes and the
18 claims relate to airplanes that were put into the stream of commerce is unconvincing.
19 Stream of commerce does not replace the general rule. *Mavrix Photo, Inc.*, 647 F.3d at
20 1228–29 (*J. McIntyre Mach., Ltd.*, 564 U.S. at 878 (plurality opinion)).

21 This Court does not have authority to exercise personal jurisdiction over Defendants
22 Textron Aviation Inc., Pratt & Whitney Engine Services, Inc., Pratt & Whitney Canada
23 Corp., Hartzell Propeller Inc., and Woodward.

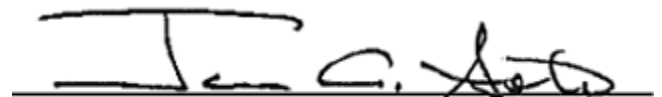
24 **CONCLUSION**

25 IT IS ORDERED that Defendant Textron Aviation Inc.’s Motion to Dismiss for
26 Lack of Personal Jurisdiction (Doc. 18), Defendant Pratt & Whitney Engine Services,
27 Inc.’s Motion to Dismiss for Lack of Personal Jurisdiction (Doc. 20), Defendant Pratt &
28 Whitney Canada Corp.’s Motion to Dismiss for Lack of Personal Jurisdiction (Doc. 30),

1 Defendant Hartzell Propeller Inc.'s Motion to Dismiss for Lack of Personal Jurisdiction
2 (Doc. 37), and Defendant Woodward Inc.'s Motion to Dismiss for Lack of Personal
3 Jurisdiction (Doc. 38) are granted.

4 IT IS FURTHER ORDERED that Defendant Textron Aviation Inc., Defendant
5 Hawker Beechcraft Global Customer Support, LLC aka Hawker Beechcraft Services, Inc,
6 fka Raytheon Aircraft Services, Inc., Defendant Beechcraft Corp., fka Hawker Beechcraft
7 Corp., Defendant Pratt & Whitney Engine Services, Inc., Defendant Pratt & Whitney
8 Canada Corp., Defendant Hartzell Propeller Inc., and Defendant Woodward Inc. are
9 dismissed without prejudice.

10 Dated this 15th day of October, 2019.

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14 Honorable James A. Soto
15 United States District Judge
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